

WWR# 20135332

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:
WILLIAM HAWTHORNE
DANIELLE HAWTHORNE

Debtors

CITIZENS AUTO FINANCE

Movant

CASE NO. 12-14544-elf

CHAPTER 13

Hearing Date: 5/16/13

Hearing Time: 10:00 a.m.

**MOTION BY CITIZENS AUTO FINANCE FOR RELIEF FROM AUTOMATIC STAY PURSUANT
TO 11 U.S.C. SECTION 362(d)**

The Motion of Movant, by its attorney, Keri P. Ebeck, Esquire, respectfully represents:

1. On May 8, 2012, the Debtors filed a voluntary petition commencing a case under Chapter 13, Title 11, United States Code, and for the entry of an Order for Relief.
2. Movant holds a valid security interest in one 2011 Jeep Patriot, VIN # 1J4NF1GB0BD155168, evidenced by a Certificate of Title ("Title"). A copy of a Retail Installment Contract executed by Debtors and the Title are attached hereto as Exhibit "A".
3. This is an action under 11 U.S.C. Section 362(d) to vacate or modify a stay granted under 11 U.S.C. Section 362(a) to permit repossession and sale of the subject vehicle.
4. At the time of the filing of this Motion, the Debtors have defaulted on the payments due under the Retail Installment Contract for February 4, 2013 through and including April 4, 2013 and together with attorney's fees and court costs, the Debtors owe Movant \$1,519.19 on account of such defaulted payments.
5. Movant lacks adequate protection of its interest in the Vehicle.
6. The Debtors' Payoff balance as of April 10, 2013 is \$16,393.32.

WHEREFORE, Movant prays that the stay pursuant to Section 362(a) of Title 11 United States Code be modified to allow Movant to exercise any and all of its remedies under its loan documentation and under state law to proceed with repossession and sale of the subject vehicle, and that it have such other relief as is just.

WELTMAN, WEINBERG & REIS CO., L.P.A.

/s/ Keri P. Ebeck

KERI P. EBECK, ESQUIRE

Suite 1400, 436 7th Avenue

Pittsburgh, PA 15219

(412) 434-7955 / (412) 434-7959

Attorney for Movant



RETAIL INSTALLMENT CONTRACT

Date 07/21/2011

Dealer Number

WILLIAM EDWARD HAWTHORNE 1408 KUNMERER RD POTTSTOWN, PA 19464

Buyer

(Print Full Name and Address of Principal Borrower)

DANIELLE LOUISE HAWTHORNE 1408 KUNMERER RD POTTSTOWN, PA 19464

Co-Buyer

(Print Full Name and Address of Principal Borrower)

BERGEY'S CHRYSLER JEEP DODGE 408 HARLEYSVILLE PIKE SOUDERTON, PA 1

Creditor / Seller

(Print Full Name and Address)

WHO IS BORROWING: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
2011	JEEP PATRIOT SPORT 4X4	STA. WA	1J4NF1GB0BD155168	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for: ☒ personal, family or household, or ☐ business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALQUIER ESTIPULACIÓN CONTENIDA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of
3.90 %	\$ 2,581.68	\$ 20,654.68	\$ 23,236.56	\$ 3,450.00

The cost of your credit as a yearly rate.

The dollar amount the credit will cost you.

The amount of credit provided to you or on your behalf.

The amount you will have paid after you have made all payments as scheduled.

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CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

Life ☐ Buyer ☐ Co-Buyer ☐ Both at a premium of \$ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to \$ N/A for a term of N/A

Disability, Accident and Health (Buyer Only) at a premium of \$ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to \$ N/A for a term of N/A

The name of the insurer is N/A

Name _____ Home Office Address _____

X _____ Date _____ X _____ Date _____

Buyer Signature _____ Co-Buyer Signature _____

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING:

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, we will require your name, address, your identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our priority to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.

DO NOT SIGN THIS CONTRACT IN BLANK.

YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Sign _____ Date _____ Co-Buyer Sign _____ Date _____

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

X _____ Date _____ X _____ Date _____

Creditor-Seller Sign _____ (Co) Buyer's Signature _____

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

ORIGINAL

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally lost, damaged, destroyed, or stolen. You agree not to sell, transfer, or remove the vehicle from the titled State for more than 30 days without our written consent. We will maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse in connection with or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any party. You will not use the vehicle to transport passengers for hire. If we pay any repair bills, storage bills, lease, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: (1) the vehicle being purchased; all proceeds of the vehicle; all accessories; and any attachments, accessories, or equipment affixed to the vehicle within ten days of the Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle; and (3) proceeds of any insurance policies on your life or health insured in the Contract. This security interest secures payment of all amounts you owe us in the Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in the Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in obtaining a security interest only on the vehicle and the title but will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us lose payers and provide evidence of the insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay this charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are in default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under this law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; (3) a proceeding in bankruptcy, receivership or insolvency is instituted by or against you or your property; or (4) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED PREPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property or the property of a third party without your consent. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but we are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements; and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage following amounts, as applicable: (a) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (b) when default at the time of repossession was 15 days or more, the time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossessing and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law, will be subtracted from the net proceeds of sale. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amount you owe us. If you owe us less than the net proceeds of sale, we will refund the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge as shown in the Federal Truth in Lending Disclosures box on the front of this Contract. The late charge may be computed on the basis of a full calendar month for any fractional period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not result in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making such payments without extending others. Any change in terms of this Contract must be in writing and agreed to by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES/SELLER DISCLAIMERS: You understand that the Seller is not offering any express warranties unless the Seller attends a written warranty. This provision does not affect any warranty covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we are subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling us ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other details on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorney's reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty and consent to delivery of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not full has been paid through Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink):

Date:

Witness	Guarantor	(Sign)	Address
Witness	Guarantor	(Sign)	Address

SELLER'S ASSIGNMENT

Seller assigns and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract").

Seller represents, warrants and covenants to Assignee that: (a) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (b) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (c) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (d) the signature of the Buyer on all documents is genuine; and (e) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (f) Seller has verified Buyer's identification; (g) the down payment for the Vehicle is paid in full with negotiable funds; (h) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (i) Seller had no insurable interest in the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (j) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or encumbrances; (k) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or encumbrances; (l) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (m) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without reservation by Buyer; (n) Insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and receipts of unearned coverage provided or arranged by Seller does not violate any applicable law or regulation; (o) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (p) All optional equipment, (q) any will be delivered to Buyer within the time required by law; (r) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (s) Seller has provided Buyer with a credit insurance sold by Seller to Buyer for the full term of the Contract and is limited to coverage of Buyer; (t) Seller has complied with all requirements under Section 80001 of the Federal Reserve Code as may be amended from time to time to report cash receipts of more than \$10,000, and requirement under Section 80001 of the Federal Reserve Code as may be amended from time to time to report cash receipts of more than \$10,000, and its implementing regulations; (u) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's individual whose signature does not appear on the application; (ii) Seller has advised Buyer that Buyer's Application has been submitted to Assignee; (iii) Seller has complied with all requirements at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (v) Seller has complied with all requirements at Assignee's current address; and (vi) Seller has complied with all requirements at Assignee's current address; (w) Seller has complied with all requirements at Assignee's current address; and (x) Seller has complied with all requirements at Assignee's current address; (y) Seller has complied with all requirements at Assignee's current address; and (z) Seller has complied with all requirements at Assignee's current address; 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(qa) Seller has complied with all requirements at Assignee's current address; and (qb) Seller has complied with all requirements at Assignee's current address; (qc) Seller has complied with all requirements at Assignee's current address; and (qd) Seller has complied with all requirements at Assignee's current address; (qe) Seller has complied with all requirements at Assignee's current address; and (qf) Seller has complied with all requirements at Assignee's current address; (qg) Seller has complied with all requirements at Assignee's current address; and (qh) Seller has complied with all requirements at Assignee's current address; (qi) Seller has complied with all requirements at Assignee's current address; and (qj) Seller has complied with all requirements at Assignee's current address; (qk) Seller has complied with all requirements at Assignee's current address; and (ql) Seller has complied with all requirements at Assignee's current address; (qm) Seller has complied with all requirements at Assignee's current address; and (qn) Seller has complied with all requirements at Assignee's current address; (qo) Seller has complied with all requirements at Assignee's current address; and (qp) Seller has complied with all requirements at Assignee's current address; (qq) Seller has complied with all requirements at Assignee's current address; and (qr) Seller has complied with all requirements at Assignee's current address; (qs) Seller has complied with all requirements at Assignee's current address; and (qt) Seller has complied with all requirements at Assignee's current address; (qu) Seller has complied with all requirements at Assignee's current address; and (qv) Seller has complied with all requirements at Assignee's current address; (qw) Seller has complied with all requirements at Assignee's current address; and (qx) Seller has complied with all requirements at Assignee's current address; (qy) Seller has complied with all requirements at Assignee's current address; and (qz) Seller has complied with all requirements at Assignee's current address; (ra) Seller has complied with all requirements at Assignee's current address; and (rb) Seller has complied with all requirements at Assignee's current address; (rc) Seller has complied with all requirements at Assignee's current address; and (rd) Seller has complied with all requirements at Assignee's current address; (re) Seller has complied with all requirements at Assignee's current address; and (rf) Seller has complied with all requirements at Assignee's current address; (rg) Seller has complied with all requirements at Assignee's current address; and (rh) Seller has complied with all requirements at Assignee's current address; (ri) Seller has complied with all requirements at Assignee's current address; and (rj) Seller has complied with all requirements at Assignee's current address; (rk) Seller has complied with all requirements at Assignee



title management system
RBS Citizens, N.A.

Search Work Queues Reports Utilities User Setup

Home Help Resources Contact Log out

Perfected

Account Name

Has Work Items

Discrepancy

Account

Actions»

VIN/HIN: **1J4NF1GB0BD155168** Status: **Perfected (PT)** Titling State: **PA** Year: **2011**
Account: **2790** Loan: LoanSuffix: Branch: Make: **JEEP** Model: **PATRIOT**

LOAN

Overview

Primary customer: **WILLIAM E HAWTHORNE**
Secondary customer: **DANIELLE L HAWTHORNE**
Home phone:
Address: **1408 KUMMERER RD
POTTSTOWN, PA 19464**
Alert when perfected: ☐ Client ☐ FDI
User Defined 1:
User Defined 2:
User Defined 3:
Lienholder Status Code:
Business Unit:
Dealer ID/Name: **272319 /Bergeys Chrysler Jeep Dodge**
Recovery type:
Amount Financed:
Financed date: **07/21/2011**
Booked date:
Expected payoff date: **08/04/2017**
Payoff date:
Perfected date: **7/30/2011**
State: **PA**
Account subtype: None
Contract release type:
Contract Found:

Customers

	Order	Name	Type	Home Phone	Business Phone	Address	
Edit	1	WILLIAM E HAWTHORNE	UNKNOWN			1408 KUMMERER RD POTTSTOWN, PA, 19464	Create
Edit	2	DANIELLE L HAWTHORNE	UNKNOWN				Create

Property

VIN/HIN	Make	Model	Year	Damaged?	Insurance Total Loss?	Account Collateral Type
1J4NF1GB0BD155168	JEEP	PATRIOT	2011	<input type="checkbox"/>	<input type="checkbox"/>	VEH

Dealer Info

ID: **272319**

Type: **DEALER**

Name: **Bergeys Chrysler Jeep Dodge** Status: **ACTIVE**
 Address: **408 Harleysville Pike** Dealership:
Franconia, PA 18924 Contact Name:
 Phone: **2157213470** Contact Phone:
 Fax: **2157213479** Note:
 EMail:

Lien Filing

Release

Duplicate Title
 Request Date: Action Date:
 Status: Last Worked By:
 State: Required State Forms:
 Reason Requesting Dept:
 Operations Code: Billable: ☐

Follow Up
 Client Activities

Direct Lending Services

Additional Documents
 Additional Documents do not exist for this account

Title	Actions»
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VIN/HIN: **1J4NF1GB0BD155168** State: **PA** Title Number: **69777725** **Title-Electronic**
 Year: **2011** Make/Builder: **JEEP** Model: **Perfecting**

Overview
 Owner(s): **MURRAY, WILLIAM EDWARD** Closed Date:
DANIELLE LOUISE HAWTHORNE Closed Reason:
 Lienholder: **CITIZENS AUTOMOBILE FINANCE IN** Document Location:
 Match Type: **AUTOMATIC**
 Match Date: **7/30/2011**
 Issuance Date: **7/30/2011**
 Imported Date: **7/30/2011**

Owners					
Type	Name	Address	City	State/Province	Postal Code
Unknown	MURRAY, WILLIAM EDWARD	1408 KUMMERER RD	POTTSTOWN	PA	19464
Unknown	DANIELLE LOUISE HAWTHORNE				

Property

Odometer Reading: 0000025	Net/Unladen Weight: 00000
Odometer Accuracy: Actual Mileage	Gross Weight: 00000
Prior Odometer Reading Date:	Gross Combined Weight: 00000
Body: SW	Branding:
	# of Passengers: 000

Liens

Name	Address	Lienholder ID	Lien Date	Lien Expiration Date
CITIZENS AUTOMOBILE FINANCE IN	P.O. BOX 255587 Sacramento, CA 95865	05050072101		7/30/2017

Title Maint

Notes (Date/Time stamps in this section reflect Pacific Time)

Add Note

Notes

☒ Show All ☐ Show User Notes Only ☐ Show Activity History Only

Date	User	Context	Activity	Note
07/30/2011 10:55 PM	System	State Import	Identify Discrepancy	Name Discrepancy work item added.
07/30/2011 10:55 PM	System	State Import	Create Title	Received electronic document from State.
07/30/2011 10:55 PM	System	State Import	Perfect Account w/ Discrepancies	Account and Document were automatically matched and have discrepancies.
07/30/2011 04:05 AM	System	Client Import	Create Account	Account created via a Client Import file.

Work Items

Discrepancies

(Requires "RESOLVE_DISCREPANCY_WORK_ITEMS" privilege.)

	Discrepancy Type
	Name Discrepancy

United States Trustee:
United States Trustee, 833 Chestnut St., Suite 500, Philadelphia, PA 19107

WWR# 20135332

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:
WILLIAM HAWTHORNE
DANIELLE HAWTHORNE
Debtors

CITIZENS AUTO FINANCE
Movant

CASE NO. 12-14544-elf

CHAPTER 13

Hearing Date: 5/16/13

Hearing Time: 10:00 a.m.

CERTIFICATE OF SERVICE

I, Keri P. Ebeck, attorney for Movant, do hereby certify that true and correct copies of the Motion for Relief from the Automatic Stay has been served on the 22nd day of April, 2013, by first class mail, postage prepaid from Pittsburgh, Pennsylvania, upon those listed below:

William Hawthorne, 1408 Kummerer Road, Pottstown, PA 19464

Danielle Hawthorne, 1408 Kummerer Road, Pottstown, PA 19464

(Served by Electronic Notification)

Stephen J. Ross, 152 E. High Street, Ste. 100, Pottstown, PA 19464

William C. Miller, 111 South Independence Mall, Suite 583, Philadelphia, PA 19106

United States Trustee, 833 Chestnut St., Suite 500, Philadelphia, PA 19107

WELTMAN, WEINBERG & REIS CO., L.P.A.

/s/ Keri P. Ebeck

KERI P. EBECK, ESQUIRE

1400 Koppers Building, 436 7th Avenue

Pittsburgh, PA 15219

(412) 434-7955 / (412) 434-7959

Attorney for Movant